

1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE WESTERN DISTRICT OF OKLAHOMA
3
4 QUINDA BEESON,
5 Plaintiff,
6 vs. No. CIV-20-327-SLP
7 SAFECO INSURANCE COMPANY OF
8 AMERICA,
9 Defendant.
10
11

VIDEOCONFERENCE DEPOSITION OF BARBARA MEYER
Taken on Behalf of the Plaintiff
On February 11, 2021, beginning at 9:36 a.m.
All Parties Appearing Via Zoom

14 APPEARANCES:

15 Appear on behalf of the PLAINTIFF

16 Jacob J. Rowe
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19 Appear on behalf of the DEFENDANT

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24

25 Reported By: Becky C. Dame, CSR, RPR

1 the event of a covered loss?

2 MR. O'CONNOR: Objection to form.

3 THE WITNESS: True.

4 BY MR. ROWE:

5 Q And the purpose of that financial security
6 is at some level to put them in the best place --
7 well, strike that. That is not correct.

8 The purpose of that policy is to put the
9 insured in a position as close as it can be to where
10 they were before the loss happened; right?

11 A True.

12 Q And an insurance company must comply with
13 the law that applies to the insurance contract it
14 has with its insured?

15 A True.

16 MR. O'CONNOR: Objection to form.

17 BY MR. ROWE:

18 Q And in order to do that, the insurance
19 company must know and understand the law that
20 applies; correct?

21 A True.

22 Q And the adjusters handling the claim have
23 to know and understand the law that applies;
24 correct?

25 A True.

1 Q And an insurance company is obligated to
2 provide training and resources to its adjusters to
3 ensure that they know and understand the law that
4 applies; correct?

5 MR. O'CONNOR: Objection to form.

6 THE WITNESS: As I said, there's not
7 necessarily a formal training, so I don't know
8 what -- how you're defining "training."

9 BY MR. ROWE:

10 Q And, Ms. Meyer, my question was not about
11 Safeco here. It was generally: An insurance
12 company is obligated to properly train and educate
13 the claims adjusters it employs on the laws that
14 apply to the policies that they are adjusting?

15 A I don't know what the requirements are for
16 the insurance company because I've only been an
17 adjuster within that company.

18 Q Okay. But is it your testimony today that
19 you don't know whether an insurance company should
20 properly train its adjusters on the law and the
21 jurisdictions in which it does business?

22 MR. O'CONNOR: Objection. Asked and
23 answered.

24 BY MR. ROWE:

25 Q And you can answer, Ms. Meyer.

1 Q An insurance company must perform a
2 reasonably thorough investigation of claims made by
3 its insured?

4 A Yes.

5 Q An insurance company must fairly evaluate
6 the facts gathered during its investigation?

7 A Yes.

8 Q An insurance company must promptly pay
9 benefits owed to its insureds?

10 A Yes.

11 Q When Safeco is handling an insurance
12 claim, the adjusters working on it ought to keep
13 contemporaneous notes of what they're doing?

14 A Yes.

15 Q And we talked about that earlier. Those
16 notes are stored in a claim file; correct?

17 A Correct.

18 Q And all of the adjusters on Ms. Beeson's
19 claim would have had access to the claim notes like
20 you do?

21 A Correct.

22 Q And all of those adjusters would also have
23 been able to examine documents that were submitted
24 by Ms. Beeson or by an attorney that was
25 representing her; correct?

1 A Correct.

2 Q I'm going to share my screen with you,
3 Ms. Meyer.

4 MR. ROWE: And, Bill, if you have a hard
5 time seeing it, let me know.

6 MR. O'CONNOR: Okay.

7 BY MR. ROWE:

8 Q Now, Ms. Meyer, it looks like you got
9 involved in the Beeson underinsured motorist claim
10 on or about August 21st, 2018. Does that sound
11 right to you?

12 A Yes.

13 Q And I'm showing you a document here. This
14 is a claim note from -- it looks like -- it looks
15 like this might be Jung Wong.

16 A Yes.

17 Q And at the top of this claim note, which
18 bears Bates stamp Safeco 342, it says, "Created by
19 JUNWON." That's a -- that's kind of a user ID that
20 Safeco has for people in its electronic claim
21 handling environment; true?

22 A Yes.

23 Q And that's the first three letters of
24 Mr. Wong's first name and the first three letters of
25 his last name?

1 A Yes.

2 Q And it also has a date stamp of August
3 21st, 2018, and a time stamp; right?

4 A Yes.

5 Q So when we're looking at these claim
6 notes, we will be able to determine who made the
7 note, when they made the note?

8 A Yes.

9 Q Excellent.

10 Now, this note on 342 indicates that there
11 was a complex triage and it says, "Complex triage to
12 BARMEY." That's you; right?

13 A That's me.

14 Q The first three of your first and last
15 name. And the text of the note reads, "Although CO
16 policy, insured now lives in Oklahoma. OK loss and
17 OK attorney involved."

18 Is all that right?

19 A Yes.

20 Q And it looks like Mr. Wong brought this
21 claim to you because it had a pretty significant
22 connection in the state of Oklahoma; true?

23 A True.

24 Q And it looked like Oklahoma law was going
25 to apply to the underinsured motorist claim that was

1 presented; true?

2 A Yes.

3 Q And you have a framework and a frame of
4 reference that allows you to appropriately handle
5 Oklahoma underinsured motorist claims?

6 A Yes.

7 Q And you handled this claim with what you
8 believe compliance to be with Oklahoma law?

9 A Yes.

10 Q When you receive a new assignment for a
11 claim, one of the first things that Safeco expects
12 you to do is to review the insurance policy;
13 correct?

14 A We're expected to review the claim file.

15 Q Is the insurance policy usually included
16 in the claims file?

17 A Not necessarily.

18 Q Now, we discussed earlier that when
19 handling a claim, that Safeco has to be in
20 compliance with the insurance policy; correct?

21 A Right.

22 Q So when you are delivering the terms of
23 that policy, you've got to know what the policy
24 says?

25 A Correct. We are familiar with the

1 policies.

2 Q Sure. And I'm not trying to trick you,
3 Ms. Beeson -- I'm going to call you Ms. Beeson
4 several times, and I don't intend to. And I'm not
5 trying to trick you, Ms. Meyer, but one of the
6 things that you need to do when you're handling a
7 claim is to take a look at the insurance policy;
8 right?

9 A We do not necessarily look at the
10 insurance policy on every single claim.

11 Q If you are handling a claim that involved
12 a coverage from a state outside of your zone, it
13 would be a wise idea to review the policy, though,
14 wouldn't it?

15 A Yes.

16 Q And this was a coverage issued outside of
17 your zone from the state of Colorado; right?

18 A I don't recall this being a coverage
19 issue. I'm not sure what you're, again, defining as
20 a "coverage issue."

21 Q Well, I guess what I'm really wondering,
22 Ms. Meyer, is: When you started handling
23 Ms. Beeson's claim, did you read the policy at
24 issue?

25 A When I started handling the claim, her

1 Q Because an underinsured motorist carrier
2 in Oklahoma from the time that they receive notice
3 of a claim has an obligation to begin investigating
4 the loss; correct?

5 A Correct.

6 Q They've got to investigate that loss
7 promptly?

8 A Correct.

9 Q And they have to pay it promptly when they
10 determine that benefits might be owed to an insured;
11 correct?

12 A Correct.

13 Q And the law in Oklahoma is that they have
14 to carry out those obligations regardless of the
15 actions of any applicable liability insurance
16 carrier; correct?

17 MR. O'CONNOR: Objection to form.

18 THE WITNESS: I'm not understanding
19 exactly what you're saying, but I interpret that to
20 be that we do our independent investigation.

21 Is that what you're asking me?

22 BY MR. ROWE:

23 Q If that's language that you're more
24 comfortable with, Ms. Meyer, I can ask that question
25 using that language.

1 great memory -- that the accident underlying this
2 claim happened on May 12th, 2017; correct?

3 A Yes.

4 Q So this Loss Notice Report comes the day
5 after and includes some information that you need to
6 know when you're handling the claim. The first is
7 the date of loss, which is May 12, 2017; true?

8 A Yes.

9 Q And it indicates that the claim was -- or
10 the loss was reported by Quinda Beeson, which is
11 Safeco's insured; correct?

12 A Yes.

13 Q That's going to be considered prompt
14 notice of the claim by Safeco's insured; correct?

15 A Yes.

16 Q Now, I'm going to go to -- for the
17 purposes of the record, this document consists of
18 two pages, 1648 and it carries over into 1649. And
19 just to be clear, you've seen this and reviewed this
20 when you were handling the claim; correct?

21 A Yes.

22 Q The next document that I'm going to bring
23 us to consists of Bates stamps Safeco 1633 and 1634.
24 This is a document titled BI Initial Analysis, and
25 it bears a date of May 15, 2017.

1 Q If we move down to page 144, we've got the
2 spreadsheet of damages. Now, before we get to that,
3 and I just go down to give us some framework here,
4 there are no other general damages that are
5 attributed to the injuries caused by Mr. Salgado
6 outside of what's enumerated here in your Bodily
7 Injury Evaluation; correct?

8 A Correct.

9 Q The sum of these two provides a range of
10 48 to \$60,000 that you believe are appropriate
11 recompense for the pain and suffering Ms. Beeson
12 received as a result of the crash; true?

13 A Correct.

14 Q Now, I want to look at the spread sheet
15 with you just a little bit, and there are several
16 different sections. The first section are Special
17 Damages, and as we discussed earlier, special
18 damages are medical bills, any future medical bills,
19 lost wages, future wage loss, and any other
20 documented hard expenses related to the injury;
21 true?

22 A Right.

23 Q Okay. And you indicate here that
24 \$63,393.13 were submitted, and only \$28,754.13 were
25 accepted; correct?

1 A Correct.

2 Q And Safeco's position is that those
3 represent the amounts of medical liens that were
4 provided by Optum to Safeco?

5 A That is correct.

6 Q When we go to the General Damages portion,
7 this contains the range that we discussed earlier.
8 \$48,000 to \$60,000?

9 A Yes.

10 Q And it's acceptable for you as an adjuster
11 handling an underinsured motorist claim in Oklahoma
12 to create a range of values that you think might be
13 appropriate to compensate an insured; right?

14 A Right. It's not an exact science, so we
15 try to, as best as we can, have a range.

16 Q And it's never acceptable for Safeco to
17 pay its insured less than its own evaluation of a
18 claim; correct?

19 A True.

20 Q So the amounts of your evaluation here
21 indicate that the total value of Ms. Beeson's
22 damages associated with this crash range from
23 \$76,754.13 to \$88,754.13; correct?

24 A Correct.

25 Q And then, if we follow the spreadsheet

1 A Yes.

2 Q And this was an email sent by you on
3 October 3rd to Mr. Ventura. I'm going to expand it
4 so maybe you can see it a little better.

5 A Uh-huh.

6 Q If you would, please read through that.
7 Let me know when you're finished.

8 A Yes.

9 Q This is an email that memorializes a
10 conversation that you had with Mr. Ventura after you
11 completed Safeco's evaluation; correct?

12 A Correct.

13 Q And during that conversation, you offered
14 to settle Ms. Beeson's underinsured motorist claim
15 in the amount of \$25,000; correct?

16 A Correct.

17 Q And that is approximately \$1,700 less than
18 the lowest amount of your evaluation; correct?

19 A As noted on there, yes.

20 Q When you say "as noted on there," where is
21 that noted?

22 A On the evaluation form.

23 Q Okay. So we can agree that the offer that
24 you extended to Ms. Beeson was less than your
25 evaluated range?

1 A No. What I'm saying is that the \$25,000
2 was offered to him; however, the amount of the
3 specials that are noted as accepted on the
4 evaluation form, if you go back to that, show 28,000
5 and some odd amount; however, what the offer
6 reflects is a reduction in the Optum lien that we
7 acquired from Optum. There is -- Optum -- we had,
8 you know, wanted to confirm that their amount of the
9 lien that they submitted showing the \$28,754.13 was
10 accurate and included all of the treatment related
11 to this accident. What we learned was that the
12 Optum lien was actually less than the \$28,754, but,
13 actually, was \$25,461.64.

14 And on top of that, they were still
15 willing to yet reduce their amount to \$22,500, so if
16 you look at the amount that is on that form and the
17 amount that actually would represent the total
18 amount paid for her treatment, which is the amount
19 as we established before that we use in our
20 evaluation is about \$4,000 less than what is
21 reflected on that evaluation form.

22 **Q I appreciate you telling me that,**
23 **Ms. Meyer, but I don't see that included in your**
evaluation here. It's not, is it?

25 A On that particular day that the evaluation

1 was written --

2 Q Yes, ma'am.

3 A -- it's based on the amount of the lien
4 submitted at \$28,000, but that is not the final lien
5 amount.

6 So as I noted before, the evaluation form
7 is a living document, as we established before,
8 whereas, it is added to and subtracted from based on
9 new information acquired, and we acquired new
10 information that altered the amount of the accepted
11 specials in a lesser amount.

12 Q And I understand that, that is what you
13 would tell us today.

14 A No. That's -- that's documented by the
15 letter from Optum lien outlining the amount that
16 they are accepting as payment in full of their lien,
17 so they reduced their lien amount.

18 Q And, Ms. Meyer --

19 A And we did not --

20 Q Ms. Meyer, Mr. O'Connor can ask you about
21 the communications that you or somebody else may
22 have had --

23 MR. O'CONNOR: Let her finish the answer
24 because you asked the question, so you can't ask the
25 question and then not let her finish because you

1 don't like it.

2 MR. ROWE: Well, it's not that I don't
3 like it.

4 MR. O'CONNOR: Let her finish.

5 MR. ROWE: It's not that I don't like
6 it --

7 MR. O'CONNOR: Well, let her finish. Let
8 her finish. Stop interrupting your questions.

9 MR. ROWE: What's the question that I
10 asked that Ms. Meyer answered?

11 THE REPORTER: I'm looking. Hold on.

12 MR. ROWE: Thank you.

13 (Reporter read back previous question)

14 MR. O'CONNOR: Can she finish her response
15 now?

16 MR. ROWE: I think that it's completely
17 nonresponsive, Bill, but Ms. Meyer --

18 MR. O'CONNOR: Well, I understand you do,
19 but I don't, and I think it answers your question.

20 MR. ROWE: I'll rephrase.

21 MR. O'CONNOR: Well, I want her to finish
22 your question -- I mean, I'm sorry -- finish your
23 response -- because you interrupted her.

24 BY MR. ROWE:

25 Q Ms. Meyer, is \$26,754.13 more than or less

1 than \$25,000?

2 A It's arithmetic. Okay? 26,000 is more
3 than 25,000.

4 Q Okay. Thank you.

5 I'd like to go through a few pages of the
6 claim file with you, if we could, and I'll share the
7 screen with you. And I'm having a hard time getting
8 -- there we go. The page number is up.

9 So the claim file that was produced,
10 Ms. Meyer, appears to go in sequential range from
11 most recent to oldest. The evaluation that we have
12 been looking at is on page 139 and moves through
13 144. If we move up, there is a claim note by RICCAM
14 on September 28th. Do you know who RICCAM is?

15 A No, I do not.

16 Q There is a claim note created by LYNLUN.
17 Do you know who that is?

18 A No, I do not.

19 Q Next, we come to a letter by the name
20 McCall that appears to be on a medical payments
21 coverage. You didn't have anything to do with that,
22 did you?

23 A No.

24 Q Next, we have the email that we looked at
25 just a moment ago on page 135 reflecting a

1 right?

2 A Yes. Yes. Yes.

3 Q It indicates that you discussed the Optum
4 lien and the billed versus paid amount?

5 A Right.

6 Q Correct?

7 A Right.

8 Q And noted that your evaluation would be
9 based on paid specials?

10 A Right.

11 Q And when you write that here, you mean the
12 amounts paid by Ms. Beeson's health insurance
13 company; correct?

14 A As reflected in the Optum lien, yes.

15 Q You also go on to write that you
16 understand that should the matter not be resolved
17 and go forward in litigation, that you would be
18 required to obtain affidavits from each provider;
19 correct?

20 A Correct.

21 Q Is it an option for you to not acquire
22 affidavits and just use the billed amounts?

23 A As outlined on the statute that we read
24 before, the amount -- once a matter goes to trial,
25 in order for it to be admissible evidence, my

1 understanding or interpretation of that is that you
2 can either obtain affidavits or testimony from each
3 of the providers outlining what they accepted as
4 paid in full, or you also can use the amount of the
5 lien which also reflects the same information. It
6 would also reflect what was accepted as paid in full
7 because it was all submitted to her health
8 insurance, so Optum lien is also, you know, the
9 amount that is being paid, as reflected in that
10 lien.

11 And as you go on and read the remainder
12 portion of the memorialization of our conversation,
13 Mr. Ventura states to us that he is going to be
14 reducing or negotiating that Optum lien, so we know
15 that the \$28,754.13 is going to be less, reflecting,
16 then, the amount accepted as paid. We know it's
17 going to be less than 28,754.

18 In fact, in the outline that he provided
19 to us back in September before this date, it was
20 \$25,461, and it ended up being even less than that.

21 **Q My question, Ms. Meyer, was that, if you
22 wanted to, you could have just evaluated the special
23 damages at the amounts billed; correct?**

24 **A No. That's not the standard practice.**

25 **Q That's not the standard practice at**

1 **Safeco?**

2 A That's not the standard practice for
3 Oklahoma as outlined in the statute that we just
4 read.

5 Q **You go on in your note to indicate that**
6 **your evaluation shows a breakdown of the specials on**
7 **Quinda at \$28,754.13; correct?**

8 A Right.

9 Q **Which is the same amount included in your**
10 **evaluation; correct?**

11 A Correct. Which was then the basis for the
12 final settlement range.

13 Q **And on the day that you made this note and**
14 **had this call, your evaluation of Ms. Beeson's**
15 **damages -- or special damages -- was \$28,754.13?**

16 A No. Actually, it was being based on the
17 outline being provided by Mr. Ventura, which was
18 \$25,461.64.

19 Q **But that's not the amount you included in**
20 **your evaluation, is it?**

21 A That is ultimately the amount -- no.
22 Actually, the amount of the evaluation would be less
23 began Optum did agree to reduce their lien to
24 \$22,500, so, in actuality, the \$28,754.13 number
25 should be reduced to \$22,500.